

## **REMARKS/ARGUMENTS**

Applicant responds herein to the Office Action dated May 15, 2007.

Claims 1-31 and 33-35 are pending in the instant application and stand rejected.

In the Office Action, the Examiner rejected the claims as follows. Claims 1, 2, and 4-12, and 33-35 were rejected under 35 U.S.C. §102(e) as being anticipated by Oberlander (6,554,852). Claim 3 was rejected under 35 U.S.C. §103(a) as being obvious over Oberlander. Claims 1-19 were rejected under 35 U.S.C. §103(a) as being obvious over Oberlander, in view of Sasaki (5,735,183). Claims 1-20 were rejected under 35 U.S.C. §103(a) as being obvious over Oberlander, in view of Sasaki, and further in view of Runck (3,832,139). Claims 1-19 and 21 were rejected under 35 U.S.C. §103(a) as being obvious over Oberlander, in view of Sasaki, and further in view of Runck. Claims 1-12 and 22-30 were rejected under 35 U.S.C. §103(a) as being obvious over Oberlander, in view of Bone (3,875,648). Reconsideration is requested.

Preliminarily, applicant continues to maintain that, in fact, the applied prior art does not show or suggest the “fixing means” of independent claim 1.

Moreover, this claim has been amended and is further distinguished. Amended, claim 1 recites, *inter alia*, “a first, at least one anchor means having an inner axial passage, adapted to be disposed inside the left half of the sternum; a second, at least one anchor means having an inner axial passage, adapted to be disposed inside the right half of the sternum; and at least one rigid fixing means having two legs, at least one leg being adapted for insertion in one of said axial passages, to rigidly and releasably connect said first, at least one anchor means, disposed within the left half of the sternum, to said second, at least one anchor means disposed within the right half of the sternum, so as to facilitate separation of the left and right halves of the sternum when necessary.”

In the rejection, the Examiner equates the first and second at least one anchor means, as recited by claim 1, with the left and right anchors (20), respectively, as shown in FIG. 2 of Oberlander, and equates the fixing means, as recited by claim 1, with suture (30), as shown in FIG. 2 of Oberlander.

With reference to FIG. 2, Oberlander teaches a multi-anchor suture for soft-tissue to bone repair (e.g., see, Oberlander, col. 9, lines 57-58) having anchors (20) and a suture (30) extending

between the anchors (20). With reference to col. 5, lines 10-16, Oberlander teaches the suture (30) is molded directly into the anchor (20) during manufacture of otherwise fixed to the anchor (20) prior to insertion into a patients bone. As shown in FIG. 2, the suture (30) is formed integrally with the anchors (20). In contrast, amended claim 1 recites a first, at least one anchor means having an inner axial passage, a second, at least one anchor means having an inner axial passage and the at least one rigid fixing means having two legs, at least one leg being adapted for insertion in one of said axial passages, which is not taught, disclosed, or suggested by Oberlander.

Further, in response to the Examiner's assertion (in the Response to Arguments section of the Office Action at page 19) that Oberlander teaches a fixing means that is rigidly and releasably connected to the first and second anchor means. In order to support his argument, the Examiner argues that: "[i]f the fixing means wraps around the anchor and breaks", then it will be releasably attach the anchors together. However, in contrast to the Examiner's assertion, with reference to the cited text at col. 6, lines 1-4, Oberlander teaches "[d]uring twisting of anchor 21, it is important that suture 30 not wrap around anchor 20 and weaken, break off or lose some of the effective length of the suture." Oberlander teaches the suture should not break off the anchor. Thus, Oberlander does not teach, disclose, or suggest at least one rigid fixing means having two legs, at least one leg being adapted for insertion in one of said axial passages, to rigidly and releasably connect said first, at least one anchor means to said second, at least one anchor means, as recited in claim 1.

Moreover, with respect to the Examiner's assertion, at page 19 of the Office Action, that Oberlander teaches "the fixing means are adapted to *releasably* connect the first and second anchor means since the fixing means are capable of being detached from the fixing means, for example by *wire cutters or a saw*" (emphasis added), this assertion is unfounded and could not be found in Oberlander. Rather, as stated above, Oberlander teaches "it is important that suture 30 not wrap around anchor 20 and weaken, break off or lose some of the effective length of the suture" (Oberlander, col. 6, lines 1-4, emphasis added).

Accordingly, as Oberlander does not teach or suggest each and every limitation of claim 1, Oberlander cannot anticipate claim 1. Reconsideration is accordingly requested.

With respect to the rejection of claim 1 as being obvious over Oberlander, in view of Sasaki, as Sasaki does not cure the deficiencies of Oberlander, the combination of Oberlander and Sasaki cannot render claim 1 obvious. Reconsideration is accordingly requested.

With respect to the rejections of claim 1 as being obvious over Oberlander, in view of Sasaki and Runk, as Runk does not cure the deficiencies of Oberlander and Sasaki, the combination of Oberlander, Sasaki and Runk cannot render claim 1 obvious. Reconsideration is accordingly requested.

Independent claim 1 is believed to be in condition for allowance. Without conceding the patentability *per se* of dependent claims 2-31 and 33-35, these are likewise believed to be allowable by virtue of their dependence on amended independent claims. Accordingly, reconsideration and withdrawal of the rejections of dependent claims 2-31 and 33-35 are respectfully requested.

The application is now believed to be in condition for allowance.

Accordingly, the Examiner is respectfully requested to reconsider the application, allow the claims as amended, and pass this case to issue.

THIS CORRESPONDENCE IS BEING  
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Respectfully submitted,



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